

Bond



Indian-Non Judicial Stamp
Haryana Government



Date : 04/01/2022

Certificate No. G0D2022A2633



Stamp Duty Paid : ₹ 1500

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(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Global health Limited

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 95*****35



Purpose : AGREEMENT to be submitted at Other

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT DATED JANUARY 4, 2022 AMONGST GLOBAL HEALTH LIMITED (GHL) AND ANANT INVESTMENTS AND DR. NARESH TREHAN, PROMOTER OF GHL

Certified True Copy



This Agreement (this "Agreement") is executed on the 4th day of January, 2022 (the "Effective Date") by and among:

1. **GLOBAL HEALTH LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at E-18, Defence Colony, New Delhi, Delhi 110-024, India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
2. **ANANT INVESTMENTS**, with its registered office at Apex Fund And Corporate Services (Mauritius) Ltd, Lot 15 A3, 1st Floor Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the "Investor", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns); and
3. **DR. NARESH TREHAN**, an Indian national residing at B-4, Maharani Bagh, Near Ashram Srinivaspuri, East of Kailash, Phase I, Kalkaji, South Delhi, Delhi 110 065, India (hereinafter referred to as "NT" or "Promoter", which expression shall, unless repugnant to the context or meaning thereof, include his successors and permitted assigns).

Unless otherwise provided in this Agreement, the Company, the Investor and NT shall hereinafter be collectively referred to as the "Parties" and each, individually, as a "Party".

WHEREAS:

- A. The Investor, NT, the erstwhile Dr. Naresh Trehan & Associates Health Services Private Limited and the Company had entered into the shareholders' agreement dated October 29, 2013, as amended by the waiver, amendment and termination agreement dated September 14, 2021 among, *inter alia*, the Investor, NT and the Company (the "Anant SHA").
- B. The Company proposes to undertake an initial public offering of its equity shares of face value of Rs. 2 each (the "Equity Shares", and such offering, the "Offer"), and has filed a draft red herring prospectus dated September 29, 2021 (the "DRHP") with the Securities and Exchange Board of India ("SEBI") and the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE", and together with BSE, the "Stock Exchanges").
- C. The Investor now desires to convert 466,954 Class A Preference Shares held by the Investor in the Company to Equity Shares, prior to filing the updated DRHP with the SEBI.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:


1. Unless the context otherwise requires or unless otherwise specifically defined or provided for in this Agreement (including in the recitals above), capitalized words and expressions used herein shall have the same meaning as is attributed to them in the Anant SHA.
2. The Company, the Investor and the Promoter hereby agree that the Indicative IPO Price (*as defined under the Anant SHA*) of the Equity Shares of the Company is above Rs.186.40 (i.e., the Target Price).

3. Therefore, in accordance with Article 14.2 of the Anant SHA, the Offer shall be deemed a Qualified IPO.
4. Pursuant to Paragraph 4.2 of Schedule 3 (*Terms and Conditions of Class A Preference Shares*) of the Anant SHA, upon the occurrence of a Qualified IPO, the conversion ratio of the Class A Preference Shares is five Equity Shares for every 466,954 Class A Preference Shares.
5. The Investor hereby seeks conversion of the Class A Preference Shares into Equity Shares of the Company in accordance with the conversion ratio in the Anant SHA (as detailed in Clause 4 above) and the Company and the Promoter agree to such conversion.
6. Each Party represents to each other Party that it has the power and authority and/or legal capacity and is competent to enter into and execute this Agreement and to perform the transactions and obligations hereunder. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Agreement and undertaking the obligations herein mentioned, and this Agreement, when executed and delivered, will constitute valid and legally binding obligations of each Party, enforceable in accordance with its terms.
7. NT, the Investor and the Company hereby agree that the provisions of Article 20.2 (*Governing Law*), Article 20.3 (*Arbitration*) and Article 20.4 (*Notices*) of the Anant SHA shall apply mutatis mutandis to this Agreement.
8. Any term or provision of this Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. This Agreement may be executed in any number of counterparts, by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.

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IN WITNESS WHEREOF, the Parties have set their hands on the day and year first written above:

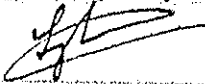
For and on behalf of **GLOBAL HEALTH LIMITED**


Authorised Signatory

Name: Rahul Ranjan

Designation: Company Secretary & Compliance Officer

For and on behalf of ANANT INVESTMENTS

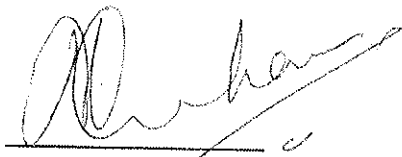
DocuSigned by:


77D84C5D51C462...
Authorised Signatory

Name: santosh gujadhur

Designation: Director

Centre This Copy



Dr. NARESH TREHAN

Proprietor of Global Health Limited



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